

In the Matter of SOMERSVILLE MF'G CO. and LOCAL 57, TEXTILE
WORKERS UNION OF AMERICA, (C. I. O.)

Case No. C-2226.—Decided June 30, 1942

Jurisdiction: textile manufacturing industry.

Settlement: stipulation providing for compliance with the Act.

Remedial Orders: entered on stipulation.

Mr. William S. Gordon, for the Board.

Hughes and Burns, by *Mr. Stanley M. Burns*, of Dover, N. H., for the respondent.

Mr. Joseph Leeds, of Hartford, Conn., for the Union.

Mr. Franklin Follansbee and *Mr. Phillip Chaput*, of Somersville, Conn., for the Independent.

Mr. Fred A. Dewey, of counsel to the Board.

DECISION

AND

ORDER

STATEMENT OF THE CASE

Upon charges and amended charges duly filed by Local 57, Textile Workers of America, C. I. O., herein called the Union, the National Labor Relations Board, herein called the Board, by the Regional Director for the First Region (Boston, Massachusetts), issued its complaint, dated January 20, 1942, against Somersville Mf'g Co., herein called the respondent, alleging that the respondent had engaged in and was engaging in unfair labor practices affecting commerce within the meaning of Section 8 (1), (2), (3), and (5) and Section 2 (6) and (7) of the National Labor Relations Act, 49 Stat. 449, herein called the Act. Copies of the complaint were duly served upon the Union, the respondent, and Independent Association of the Somersville Manufacturing Company Employees, herein called the Independent.

Concerning the unfair labor practices, the complaint alleged in substance that the respondent; (1) on or about October 18, 1939, and thereafter, failed and refused to bargain with the Union as the exclusive representative of all its employees in a specified appropriate unit; (2) on or about November 9, 1939, while a strike called because of respondent's refusal to bargain was in progress, announced to the

41 N. L. R. B., No. 256.

Union its decision to eliminate its mule spinning operations and began dismantling and removing the machinery and equipment for such operations and thereafter refused to resume such operations, or to reinstate the employees previously engaged in said operations because said employees engaged in union activities and because a large number of the officers and leaders of the Union were included among the mule spinners; (3) at all times subsequent to the termination of the strike on December 4, 1939, has refused to bargain collectively with the Union; (4) refused to reinstate certain employees for varying periods of time because of their union membership and activities; (5) discriminated against certain employees because of their union membership and activities by reinstating them and maintaining them in the status of "spare hands" so that they would receive only such work as was available after the employees who returned to work prior to or at the termination of the strike received full or approximately full-time employment, by reinstating certain employees to positions offering less opportunity for earnings than was enjoyed by said employees prior to the strike, by reinstating certain employees to positions with less agreeable work and less desirable work shifts than enjoyed by said employees prior to the strike, by subjecting certain employees to frequent lay-offs while employees with less seniority were retained and because of conduct for which other employees were not laid off; (6) evicted and threatened to evict certain employees from living quarters owned by the respondent because of their union membership and activities and because of their participation in the strike; (7) circulated a petition among its employees for the purpose of causing the employees to renounce their membership in the Union; (8) on and after February 24, 1941, initiated the organization of the Independent and dominated and interfered with its formation and administration and contributed financial and other support thereto; (9) urged, persuaded, and warned its employees to join the Independent and threatened to lay them off or discharge them if they refused; (10) on or about March 14, 1941, caused or permitted agents of the Independent to circulate a petition during working hours; (11) during the months of March and April, 1941, and at other times, paid its employees for the time spent in activities in behalf of the Independent and permitted such employees to carry on said activities during their regular working hours; (12) on and after December 4, 1941, discriminated in favor of employees who were agents of the Independent by giving them preference in allotment of the available work and by giving them greater opportunities for earnings than the other employees; (13) by the foregoing acts and by making coercive and intimidatory statements evincing hostility to the Union, its officers, and leaders, by addressing employees in abusive language because of their participation in the strike and their membership and activity in behalf of the Union, by threatening

its striking employees with permanent loss of employment unless they returned to work, interfered with, restrained, and coerced its employees in the exercise of the rights guaranteed in Section 7 of the Act.

On June 10, 1942, prior to the date scheduled for the hearing of the case, the respondent, the Union, the Independent, and counsel for the Board entered into a stipulation in settlement of the case. The stipulation provides as follows:

IT IS HEREBY STIPULATED AND AGREED by and between SOMERSVILLE Mf'g Co., hereinafter called the Respondent, by its president; Local 57, TEXTILE WORKERS UNION OF AMERICA (C. I. O.), hereinafter called the Union, by its representative; INDEPENDENT ASSOCIATION OF THE SOMERSVILLE MANUFACTURING COMPANY EMPLOYEES, hereinafter called the Independent, by its bargaining committee; and WILLIAM S. GORDON, Attorney for the National Labor Relations Board, First Region, as follows:

I

1. Upon second amended charges duly filed by the Union through Joseph Leeds, its representative, and its duly accredited agent for this purpose, the National Labor Relations Board, by A. Howard Myers, its Regional Director for the First Region, acting pursuant to authority granted in Section 10 (b) of the National Labor Relations Act, approved July 5, 1935, and acting pursuant to its Rules and Regulations—Series 2, as amended, Article IV, Section 1, issued its Complaint and Notice of Hearing on the 20th day of January, 1942, against Somersville Mf'g Co., Respondent herein.

2. Said Complaint alleged that the Respondent had engaged in and was engaging in unfair labor practices affecting commerce within the meaning of Section 8, subdivisions (1), (2), (3) and (5), and Section 2, subdivisions (6) and (7) of the National Labor Relations Act.

3. Said Complaint, together with the Notice of Hearing and a copy of the Second Amended Charge upon which said Complaint was based, was duly served upon the Respondent, the Union and the Independent on January 21, 1942. On February 7, 1942, the Respondent filed its answer, in substance denying the allegations of the Complaint.

4. By said Notice of Hearing, a hearing on the allegations set forth in said Complaint was scheduled to be held in Thompsonville, Connecticut, before a trial examiner duly designated by the Chief Trial Examiner of the National Labor Relations Board, on February 9, 1942, thus allowing more than ten days between the service of said Complaint and the date of hearing. Said hearing commenced in Thompsonville, Connecticut, on February 9, 1942; the

Independent and the Board were represented by counsel; the Union was represented by its representative; the Respondent did not appear and was not represented. On February 9, 1942, the trial examiner ordered said hearing continued until February 24, 1942; on February 18, 1942, said trial examiner, by telegraph, ordered said hearing continued until March 2, 1942; on February 26, 1942, said trial examiner ordered said hearing continued subject to five days' telegraphic notice.

5. (a) The Respondent, Somersville Mf'g Co., is, and has been since July 3, 1883, a corporation organized under and existing by virtue of the laws of the State of Connecticut, and is now and has continuously been engaged at a place of business in the village of Somersville, Town of Somers, County of Tolland, in the State of Connecticut, hereinafter called the Somersville Mill, in the manufacture, sale and distribution of woolen goods and other textile products.

(b) The principal raw and other materials used by the Respondent at the Somersville Mill in the manufacture of its woolen goods and other textile products are wool, camel hair, yarns, dyes and chemicals. The total annual volume, by weight, of said raw and other materials is in excess of 1,000,000 pounds. The total annual value of said raw and other materials is in excess of \$700,000. In excess of 90 percent of said raw and other materials has originated, and does originate outside the State of Connecticut and has been, and is shipped from states of the United States other than the State of Connecticut by rail and truck to the Somersville Mill in the State of Connecticut.

(c) The total annual volume of the woolen goods and other textile products manufactured by the Respondent at the Somersville Mill is in excess of 700,000 yards. The total annual value of said woolen goods and other textile products is in excess of \$1,000,000. In excess of 95 percent of said woolen goods and other textile products manufactured at the Somersville Mill has been, and is, shipped by the Respondent by rail and truck from the Somersville Mill in the State of Connecticut to, into and through states of the United States other than the State of Connecticut.

6. The Respondent admits, for the purpose of this case only, that it is engaged in interstate commerce within the meaning of the National Labor Relations Act and in a business affecting interstate commerce within the meaning of the said Act and is subject to the jurisdiction of the National Labor Relations Board.

7. The Union is a labor organization within the meaning of Section 2, subdivision (5) of the National Labor Relations Act.

8. The Independent is a labor organization within the meaning of Section 2, subdivision (5) of the National Labor Relations Act.

9. All production and maintenance employees of the Respondent employed at the Somersville Mill, exclusive of executives, overseers, foremen, second hands, clerical employees, agricultural employees and truck drivers, constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9, subdivision (b) of the National Labor Relations Act.

10. In or about May, 1937, a majority of the employees of the Respondent in the unit described in Paragraph 9 above, had designated the Union as their representative for the purposes of collective bargaining with the Respondent. In or about May, 1937, the Union was, and at all times thereafter has been, the representative for collective bargaining of the majority of the employees in said unit and, by virtue of Section 9, subdivision (a), of the National Labor Relations Act, was, has been and is now the exclusive representative of all the employees in said unit for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment.

11. The Respondent, although it denies that it has violated the Act and, more particularly, any of the provisions of the Act as set forth in the Second Amended Charge and the Complaint, nevertheless, for the purpose of disposing of this matter in an amicable and expeditious manner, agrees that an order may be entered by the Board as hereinafter provided.

12. The Respondent and the Independent waive their right to a hearing or oral argument on the allegations of the Complaint, to the taking of testimony and the submission of evidence on said allegations, to the making of findings of fact and conclusions of law by the National Labor Relations Board and to any other or further proceedings, preliminary to the issuance of an order herein, under the National Labor Relations Act and the Rules and Regulations of the National Labor Relations Board.

13. This Stipulation, the Second Amended Charge, the Complaint, the Notice of Hearing and the Respondent's Answer, shall constitute the entire record in the above-captioned proceedings and, upon execution of this Stipulation, shall be filed with the National Labor Relations Board in Washington, D. C.

II

The National Labor Relations Board may, upon the entire record herein, without further notice or proceedings herein, enter an order in the above-captioned case to the following effect:

The National Labor Relations Board hereby orders that the Respondent, Somersville Mf'g Co., its officers, agents, successors and assigns, shall:

1. Cease and desist from:

(a) Refusing to bargain collectively with respect to rates of pay, hours of employment and other conditions of employment, with Local 57, Textile Workers Union of America (C. I. O.) as the exclusive representative of all production and maintenance employees of the Respondent employed at the Respondent's Somersville Mill, exclusive of executives, overseers, foremen, second hands, clerical employees, agricultural employees and truck drivers;

(b) Refusing to incorporate into a written contract, signed by the parties, results of negotiations between the Respondent and Local 57, Textile Workers Union of America (C. I. O.);

(c) Discouraging membership in Local 57, Textile Workers Union of America (C. I. O.), or any other labor Organization of its employees, by discharging, demoting, transferring, laying off, refusing to reinstate, depriving of regular status, depriving of rights and privileges previously enjoyed, or evicting any of its employees for joining or remaining members of, or assisting Local 57, Textile Workers Union of America (C. I. O.), or any other labor organization of its employees, or for engaging in other concerted activities for the purposes of collective bargaining or other mutual aid or protection;

(d) In any other manner discriminating against any of its employees in regard to hire and tenure of employment or terms and conditions of employment for joining, remaining members of, or assisting Local 57, Textile Workers Union of America (C. I. O.), or any other labor organization of its employees, or for engaging in other concerted activities for the purposes of collective bargaining or other mutual aid or protection;

(e) Giving preference in allotment of available work, or jobs, or shifts, or type of work, or opportunities for earnings, or giving preference in any other way, to any of its employees because of their return to work during the existence of, and prior to the termination of, a strike engaged in by the Respondent's employees from October 19, 1939 to December 3, 1939, inclusive, or because of their activities in behalf of the Independent Association of the Somersville Manufacturing Company Employees or because of their activities in inducing other employees of the Respondent to repudiate their membership in Local 57, Textile Workers Union of America (C. I. O.);

(f) In any manner dominating or interfering with the administration of Independent Association of the Somersville Manufacturing Company Employees, or with the formation or administration of any other labor organization of its employees, or contributing financial or other support thereto;

(g) Recognizing Independent Association of the Somersville Manufacturing Company Employees as the representative of any of its employees for the purpose of dealing with the Respondent concerning grievances, labor disputes, rates of pay, wages, hours of employment or other conditions of employment;

(h) Giving effect to, or entering into, any contract or arrangement with Independent Association of the Somersville Manufacturing Company Employees concerning wages, hours or other conditions of employment;

(i) In any other manner interfering with, restraining or coercing its employees in the exercise of their right to self-organization, to form, join or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in concerted activities for the purposes of collective bargaining or other mutual aid or protection.

2. Take the following affirmative action to effectuate the policies of the National Labor Relations Act:

(a) Upon request, bargain collectively with respect to rates of pay, hours of employment and other conditions of employment, with Local 57, Textile Workers Union of America (C. I. O.) as the exclusive representative of all production and maintenance employees of the Respondent employed at the Respondent's Somersville Mill, exclusive of executives, overseers, foremen, second hands, clerical employees, agricultural employees and truck drivers, and incorporate in a written contract, signed by the parties, any understandings reached as a result of such bargaining;

(b) Place immediately the individuals whose names are listed in Appendix A,¹ attached hereto and hereby expressly made a part of this order, upon a preferential list and, if and when the Respondent resumes its mule spinning operations, offer to said individuals, in the order of their seniority, prior to the hiring of any other persons on such operations, immediate and full reinstatement to their former or substantially equivalent positions without prejudice to their seniority rights or other rights and privileges previously enjoyed by them;

(c) Offer to the individuals whose names are listed in Appendix B, attached hereto and hereby expressly made a part of this order, within thirty (30) days of notice to the Respondent of the approval by the Board of the stipulation on which this order is based, employment in the positions designated in said Appendix opposite their respective names, with seniority rights equivalent to but not greater than the seniority rights of the employees who were regular employees on similar positions as of

¹ All Appendices are hereinafter set forth as part of the Order.

October 18, 1939, at the prevailing wage paid by the Respondent to other employees holding similar positions, without prejudice to the rights and privileges previously enjoyed by them;

(d) Offer to the individuals whose names are listed in Appendix C, attached hereto and hereby expressly made a part of this order, immediate employment in the positions designated in said Appendix opposite their respective names without prejudice to their seniority rights or other rights and privileges previously enjoyed by them;

(e) Restore to the individuals whose names are listed in Appendix D, attached hereto and hereby expressly made a part of this order, the regular status, seniority rights and other rights and privileges enjoyed by them on or immediately prior to October 18, 1939;

(f) Offer to the individuals whose names are listed in Appendix E, attached hereto and hereby expressly made a part of this order, immediate and full reinstatement to the positions, machines and work shifts on which they were working on or immediately prior to October 18, 1939;

(g) Upon application within forty (40) days from the termination of their services with the armed forces of the United States, offer to the individuals whose names are listed in Appendix F, attached hereto and hereby expressly made a part of this order, immediately or as soon as work is available under Respondent's then prevailing method of distribution of work, full reinstatement to their former or substantially equivalent positions, without prejudice to their seniority rights or other rights and privileges previously enjoyed by them; provided, however, that they have no physical disability or handicap;

(h) Make whole the individuals whose names are listed in Appendices A, C, D, F, and G, attached hereto and hereby expressly made a part of this order, for any loss of pay they may have suffered by reason of the Respondent's discriminatory acts, by payment to each of them respectively the sum of money set forth in said Appendices opposite his name;

(i) Make whole the estates of the individuals whose name are listed in Appendix H, attached hereto and hereby expressly made a part of this order, for any loss of pay said individuals may have suffered by reason of the Respondent's discriminatory acts by payment to each of said estates respectively the sum of money set forth opposite the individual's name;

(j) Offer to the individuals whose names are listed in Appendix I, attached hereto and hereby expressly made a part of this order, in the order of the length of time that they formerly occupied living quarters owned by the Respondent, immediately or as

soon as any vacancies occur, reinstatement to their former or substantially equivalent living quarters, owned by the Respondent, at the prevailing rental paid by other employees of the Respondent for similar living quarters; provided, that at the time of the respective offer to each of said individuals, he is employed by the Respondent;

(k) Restore the methods of allotment of available work and type of work which were in effect on and immediately prior to October 18, 1939, except as same may be modified by the terms of any contract entered into pursuant to paragraph 2 (a) above;

(l) Withhold all recognition from Independent Association of the Somersville Manufacturing Company Employees, as the representative of any of its employees for the purpose of dealing with the Respondent concerning grievances, labor disputes, wages, rates of pay, hours of employment or other conditions of employment;

(m) Post immediately in conspicuous places throughout its Somersville Mill, and maintain for at least sixty (60) consecutive days from date of posting, notices to its employees in the form set forth in Appendix J, attached hereto and hereby expressly made a part of this order;

(n) Notify the Regional Director for the First Region in writing within ten (10) days from the date of this order what steps the Respondent has taken to comply herewith; and further notify the Regional Director for the First Region in writing, when the Respondent has completed the affirmative action provided for herein, what further steps the Respondent has taken to comply herewith.

III

The Respondent expressly consents and agrees to the entry in the appropriate United States Circuit Court of Appeals, upon application of the National Labor Relations Board, of a decree enforcing in its entirety the order of the National Labor Relations Board entered pursuant to this Stipulation; and Respondent hereby expressly waives any right to contest the entry of said decree or to receive further notice of the application for or entry of said decree.

IV

1. All stipulations and agreements herein made and the terms and provisions thereof are made subject to the approval of the National Labor Relations Board. It is further agreed that if this Stipulation is not so approved, nothing in this Stipulation shall be construed to be an admission on the part of the Respondent that it has in any way whatsoever violated the National Labor

Relations Act, and this Stipulation shall become null and void and of no effect.

2. The offers to the individuals whose names are listed in Appendices A, B, C, F and I as set forth in Paragraphs 2 (b), (c), (d), (g) and (j) of the Board's order provided for in Section II above, shall be made in writing, by registered mail, personal return receipt requested, directed to addresses furnished by the Union or said individuals to the Respondent; if any individual so notified fails to advise the Respondent of his acceptance of such offer within one week from the date of the receipt of such offer, it shall be deemed that such offer is rejected, that the individual's right to and under such offer is waived and that the Respondent has fulfilled its obligation with respect to such offer. If the offer to any of said individuals is returned to the Respondent by the United States Post Office as unclaimed by the addressee, the Respondent shall forthwith notify the Union, and if the individual fails to advise the Respondent of his acceptance of such offer within one week from such notification to the Union, it shall be deemed that said offer is rejected, that the individual's right to and under such offer is waived and that the Respondent has fulfilled its obligation with respect to such offer.

3. The Independent shall disestablish itself and go out of existence, immediately upon notification that the National Labor Relations Board has approved this Stipulation.

4. The Respondent shall undertake compliance with the terms of the order provided for in Section II above, immediately upon notification that the National Labor Relations Board has approved this Stipulation.

5. The issuance by the appropriate United States Circuit Court of Appeals of a decree pursuant to this Stipulation shall constitute a full and complete determination of the above-captioned proceedings. If this Stipulation is approved by the National Labor Relations Board, it shall constitute a settlement of all charges, past, present, or future alleging unfair labor practices by the Respondent against the union or persons named herein occurring prior to the effective date of this Stipulation.

6. No verbal off the record agreement of any kind has been made which alters, detracts from, or adds to this Stipulation.

On June 17, 1942, the Board issued an order approving the above stipulation, making it a part of the record, and pursuant to Article II, Section 36, of National Labor Relations Board Rules and Regulations—Series 2, as amended, transferring the proceeding to the Board for the purpose of entering a Decision and Order, pursuant to the provisions of the stipulation.

On the basis of the above stipulation and upon the entire record in the case, the Board makes the following:

FINDINGS OF FACT

I. THE BUSINESS OF THE RESPONDENT

Somersville Mfg Co. is a Connecticut corporation and is engaged in business in the Village of Somersville, Town of Somers, County of Tolland, Connecticut. It manufactures, sells, and distributes woolen goods and other textiles. The principal materials used by the respondent at its Somersville mill are wool, camel hair, yarns, dyes, and chemicals. The total annual volume by weight of said materials is in excess of 1,000,000 pounds; the total annual value of said materials is in excess of \$700,000. More than 90 percent of said materials is shipped from points outside the State of Connecticut to the Somersville mill in the State of Connecticut. The total annual value of textiles produced in the Somersville mill is in excess of \$1,000,000, of which more than 95 percent is shipped to points outside the State of Connecticut. The respondent admits that it is engaged in commerce and that its business affects commerce within the meaning of the Act.

We find that the above-described operations of the respondent constitute a continuous flow of trade, traffic, and commerce among the several States.

ORDER

Upon the basis of the above findings of fact, the stipulation, and the entire record in the case, and pursuant to Section 10 (c) of the National Labor Relations Act, the National Labor Relations Board hereby orders that Somersville Mfg Co., its officers, agents, successors, and assigns shall:

1. Cease and desist from:

(a) Refusing to bargain collectively with respect to rates of pay, hours of employment and other conditions of employment, with Local 57, Textile Workers Union of America (C. I. O.) as the exclusive representative of all production and maintenance employees of the Respondent employed at the Respondent's Somersville Mill, exclusive of executives, overseers, foremen, second hands, clerical employees, agricultural employees and truck drivers;

(b) Refusing to incorporate into a written contract, signed by the parties, results of negotiations between the Respondent and Local 57, Textile Workers Union of America (C. I. O.);

(c) Discouraging membership in Local 57, Textile Workers Union of America (C. I. O.), or any other labor organization of its employees, by discharging, demoting, transferring, laying off, refusing to reinstate, depriving of regular status, depriving of rights and privileges previously enjoyed, or evicting any of its employees for.

joining or remaining members of, or assisting Local 57, Textile Workers Union of America (C. I. O.), or any other labor organization of its employees, or for engaging in other concerted activities for the purposes of collective bargaining or other mutual aid or protection;

(d) In any other manner discriminating against any of its employees in regard to hire and tenure of employment or terms and conditions of employment for joining, remaining members of, or assisting Local 57, Textile Workers Union of America (C. I. O.), or any other labor organization of its employees, or for engaging in other concerted activities for the purposes of collective bargaining or other mutual aid or protection;

(e) Giving preference in allotment of available work, or jobs, or shifts, or type of work, or opportunities for earnings, or giving preference in any other way, to any of its employees because of their return to work during the existence of, and prior to the termination of, a strike engaged in by the Respondent's employees from October 19, 1939 to December 3, 1939, inclusive, or because of their activities in behalf of the Independent Association of the Somersville Manufacturing Company Employees or because of their activities in inducing other employees of the Respondent to repudiate their membership in Local 57, Textile Workers Union of America (C. I. O.);

(f) In any manner dominating or interfering with the administration of Independent Association of the Somersville Manufacturing Company Employees, or with the formation or administration of any other labor organization of its employees, or contributing financial or other support thereto;

(g) Recognizing Independent Association of the Somersville Manufacturing Company Employees as the representative of any of its employees for the purpose of dealing with the Respondent concerning grievances, labor disputes, rates of pay, wages, hours of employment or other conditions of employment;

(h) Giving effect to, or entering into, any contract or arrangement with Independent Association of the Somersville Manufacturing Company Employees concerning wages, hours or other conditions of employment;

(i) In any other manner interfering with, restraining or coercing its employees in the exercise of their right to self-organization, to form, join or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in concerted activities for the purposes of collective bargaining or other mutual aid or protection.

2. Take the following affirmative action to effectuate the policies of the National Labor Relations Act;

(a) Upon request, bargain collectively with respect to rates of pay, hours of employment and other conditions of employment, with Local

57, Textile Workers Union of America (C. I. O.) as the exclusive representative of all production and maintenance employees of the Respondent employed at the Respondent's Somersville Mill, exclusive of executives, overseers, foremen, second hands, clerical employees, agricultural employees and truck drivers, and incorporate in a written contract, signed by the parties, any understandings reached as a result of such bargaining;

(b) Place immediately the individuals whose names are listed in Appendix A, attached hereto and hereby expressly made a part of this order, upon a preferential list and, if and when the Respondent resumes its mule spinning operations, offer to said individuals, in the order of their seniority, prior to the hiring of any other persons on such operations, immediate and full reinstatement to their former or substantially equivalent positions without prejudice to their seniority rights or other rights and privileges previously enjoyed by them;

(c) Offer to the individuals whose names are listed in Appendix B, attached hereto and hereby expressly made a part of this order, within thirty (30) days of notice to the Respondent of the approval by the Board of the stipulation on which this order is based, employment in the positions designated in said Appendix opposite their respective names, with seniority rights equivalent to but not greater than the seniority rights of the employees who were regular employees on similar positions as of October 18, 1939, at the prevailing wage paid by the Respondent to other employees holding similar positions, without prejudice to the rights and privileges previously enjoyed by them;

(d) Offer to the individuals whose names are listed in Appendix C, attached hereto and hereby expressly made a part of this order, immediate employment in the positions designated in said Appendix opposite their respective names without prejudice to their seniority rights or other rights and privileges previously enjoyed by them;

(e) Restore to the individuals whose names are listed in Appendix D, attached hereto and hereby expressly made a part of this order, the regular status, seniority rights and other rights and privileges enjoyed by them on or immediately prior to October 18, 1939;

(f) Offer to the individuals whose names are listed in Appendix E, attached hereto and hereby expressly made a part of this order, immediate and full reinstatement to the positions, machines and work shifts on which they were working on or immediately prior to October 18, 1939;

(g) Upon application within forty (40) days from the termination of their services with the armed forces of the United States, offer to the individuals whose names are listed in Appendix F, attached hereto and hereby expressly made a part of this order, immediately or as soon as work is available under Respondent's then prevailing method of distribution of work, full reinstatement to their former or substan-

tially equivalent positions, without prejudice to their seniority rights or other rights and privileges previously enjoyed by them; provided, however, that they have no physical disability or handicap;

(h) Make whole the individuals whose names are listed in Appendices A, C, D, F, and G, attached hereto and hereby expressly made a part of this order, for any loss of pay they may have suffered by reason of the Respondent's discriminatory acts, by payment to each of them respectively the sum of money set forth in said Appendices opposite his name;

(i) Make whole the estates of the individuals whose names are listed in Appendix H, attached hereto and hereby expressly made a part of this order, for any loss of pay said individuals may have suffered by reason of the Respondent's discriminatory acts by payment to each of said estates respectively the sum of money set forth opposite the individual's name;

(j) Offer to the individuals whose names are listed in Appendix I, attached hereto and hereby expressly made a part of this order, in the order of the length of time that they formerly occupied living quarters owned by the Respondent, immediately or as soon as any vacancies occur, reinstatement to their former or substantially equivalent living quarters, owned by the Respondent, at the prevailing rental paid by other employees of the Respondent for similar living quarters; provided, that at the time of the respective offer to each of said individuals, he is employed by the Respondent;

(k) Restore the methods of allotment of available work and type of work which were in effect on and immediately prior to October 18, 1939, except as same may be modified by the terms of any contract entered into pursuant to paragraph 2 (a) above;

(l) Withhold all recognition from Independent Association of the Somersville Manufacturing Company Employees, as the representative of any of its employees for the purpose of dealing with the Respondent concerning grievances, labor disputes, wages, rates of pay, hours of employment or other conditions of employment;

(m) Post immediately in conspicuous places throughout its Somersville Mill, and maintain for at least sixty (60) consecutive days from date of posting, notices to its employees in the form set forth in Appendix J, attached hereto and hereby expressly made a part of this order;

(n) Notify the Regional Director for the First Region in writing within ten (10) days from the date of this order what steps the Respondent has taken to comply herewith; and further notify the Regional Director for the First Region in writing, when the Respondent has completed the affirmative action provided for herein, what further steps the Respondent has taken to comply herewith.

APPENDIX A

	<i>Sum to be paid</i>		<i>Sum to be paid</i>
John Belliveau.....	\$240	Paul Petzold.....	\$140
Raymond Underwood.....	80	Fred Sharon.....	210
Herbert White.....	140	Fred Gangnon.....	240
John Wawrzyniak.....	80	Henry A Goyette.....	220
Frank Cormier.....	260	Bernard Underwood.....	150
Albert Bourque.....	90	George Gangnon.....	160
Myron W Kope.....	110	John Nolan.....	260
Fred Vezie.....	200	Tilman Basterache.....	140
William Balsewicz.....	140	Walter Goyette.....	260
Lawrence Dzwonkus.....	90	George Alosky.....	80
Frank Bourque.....	80	Lawrence Hogan.....	80
Henry R Cormier.....	120		

APPENDIX B

	<i>Position</i>
Paul Petzold.....	Spinning frames, \$26.80 per week.
Henry A. Goyette.....	Weaver, piece work
George Alosky.....	Dye house, \$23.48 per week.
John Nolan ¹	Card feeder, \$20.08 per week.

(Above rates subject to any general rate changes.)

APPENDIX C

	<i>Position</i>	<i>Sum to be paid</i>
Lawrence Dunn.....	Weaver, second shift, piece work.....	\$90
Joseph Boudreau.....	Percher, first shift, \$41.60 per week.....	250
Ledias Rivard.....	Stripper, second shift, \$32.20 per week.....	110
Irene White.....	Dropwire, winder, or both, \$24.60 per week.....	140
Arthur Cormier.....	Dye house, \$23.48 per week.....	90

(Above rates subject to any general rate changes.)

APPENDIX D

	<i>Sum to be paid</i>		<i>Sum to be paid</i>
Gladys Weir.....	\$70	Julius Markauskas.....	\$40
Anthony Roski.....	120	John Bucynski.....	210
Harry Scussell.....	140	Camille Auffrey.....	190
Frank Gilbert.....	140	Joseph Adams.....	110
Peter Reckley.....	190	Joseph Grigas.....	110
Allyre Belliveau.....	140	Theophile Cormier.....	80
William A. LeBlanc.....	90	Anthony Ostrowski.....	110
Euclide Proulx.....	40	Egan Wasilius.....	110
Simon Butler.....	30	Anthony Gaudet.....	110
George H. Cormier.....	70	Eva Butler.....	70
Joseph Petkis.....	90	Mary Brazinski.....	90
Anthony J. Dzwankus.....	100	Olive Butler.....	70

¹ To be reinstated only if and when approved as to physical fitness by an independent doctor selected by the Connecticut Women's Compensation Commission.

<i>Sum to be paid</i>		<i>Sum to be paid</i>	
Simon Krazinski.....	\$60	Catherine white.....	\$80
Rose Roski.....	80	Royala DesForge.....	80
Rose Petkis.....	100	Sylvia Bergeron.....	190
Mary Kareski.....	110	Celia Murawski.....	180
Eva Dzwonkus.....	110	Rita Gangnon.....	190
Neilda Bourque.....	220	Tiflica Burnowski.....	50
Peter Murawski.....	60	Josephine Rackis.....	110
Herman Cormier.....	90	Celia Richards Zagorski.....	160
James Sinkitis.....	230	Alice DesForge.....	60
Adeline Krasinski.....	120	Bertha Auffrey.....	110
Anthony Brazinski.....	30		

APPENDIX E

Allyre Belliveau
William A. LeBlanc
Joseph Petkis

Neilda Bourque
Egan Wasilius

APPENDIX F

<i>Sum to be paid</i>		<i>Sum to be paid</i>	
Anthony Grigitis.....	\$50	Wallace Balsewez.....	\$130
Alfred Cormier.....	70	Harold Cormier.....	110
Lawrence Hogan. (See Appendix A.)			

APPENDIX G

<i>Sum to be paid</i>		<i>Sum to be paid</i>	
E Emil Gould.....	\$150	John Kuarcunas.....	\$90
Wm. Johnston.....	30	Anthony V. Dzwonkus, Jr.....	60
Regis Paquett.....	30	Alfred Blouin.....	70
Anna Vezie.....	120	Joseph Ruczinski.....	50
Jean Bourque Lonesky.....	240	Carrie S'hea.....	80
Stanley P. Dzwonkus.....	130	Walter J. Balsewicz.....	90
Raymond Sherman.....	70	William Smith.....	10
Caliste Richard.....	130	Sadie Gould.....	70
Henry Leo Gould.....	160	Anthony S. Cormier.....	130
James Underwood.....	170	Alphonse Bouthiette.....	70
Ralph White.....	140	Joseph Defresne.....	10
Theodore Dufresne.....	70	Frank Netopski.....	60
Henry A. Cormier.....	130	Albert Gavine.....	110

APPENDIX H

	<i>Sum to be paid estates</i>
Patrick Foley.....	\$190
George Shea.....	140
Ira Brazee.....	150

APPENDIX I

Catherine White
Joseph Boudreau
Ralph and Irene White

Herman Cormier
George H. Cormier
Anthony S. Cormier

APPENDIX J

NOTICE TO EMPLOYEES OF SOMERSVILLE MFG CO.

In accordance with an agreement entered into, the Somersville Mfg Co., denying that it has violated any provisions of the National Labor Relations Act but for the purpose of disposing of this matter in an amicable and expeditious manner, has agreed that an order may be entered by the Labor Board and the United States Circuit Court of Appeals. The company announces that it will obey the order.

The company will not refuse to bargain with Local 57, Textile Workers Union of America (C. I. O.) or refuse to put into a written contract the results of that bargaining.

The company will not discharge, demote, transfer, lay off, or in any other way discriminate against any of its employees because of their membership in Local 57, or any other labor organization.

The company will not give preference to the employees who returned to work before the end of the strike which ended in December, 1939. It will not give preference to the leaders of the Independent Association of the Somersville Manufacturing Company Employees.

The company will not dominate, or support, or recognize, or enter into any contract with the Independent Association.

The company will not in any other way interfere with the rights of its employees to organize or bargain collectively.

The company recognizes Local 57 as the exclusive representative of all production and maintenance employees. It has bargained with Local 57 and has entered into a signed contract.

If and when the company resumes mule spinning, all former mule spinners will be offered reemployment on their old jobs in the order of their seniority. Four mule spinners who desire work in other departments will be offered such work within 30 days of the settlement of the Labor Board case with seniority rights equal to but not greater than the regulars in their departments.

Six other employees have been offered their old or equal jobs with full seniority rights.

The company is going back to the system of dividing the work that was in effect before the strike, and the people who were regulars then will be regulars from now on except for certain changes agreed to

between the company and the Union. All rights and privileges lost by the employees since the strike have been restored.

The company will pay \$12,500 back pay. This has been divided among the employees listed in the Labor Board Complaint according to their losses as determined solely by the Regional Director of the Labor Board. The estates of the three employees who have died have been included.

As soon as there are vacancies the company will offer reinstatement to their homes to certain employees who formerly lived in company houses and who desire to go back.

Independent Association of the Somersville Manufacturing Company Employees has disestablished itself and is no longer in existence.

All employees are free to become or remain members of Local 57, or any other labor organization, and the company will not discriminate against any of them for such membership or activity.

s/ RALPH D. KEENEY, *President.*